

# EXHIBIT B

**Vicky Romanenko**

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**From:** Vicky Romanenko  
**Sent:** Tuesday, April 03, 2018 6:00 PM  
**To:** Provance, Matthew D.; Leo Caseria; McKenna, Elizabeth; 'Karen Halbert'; Wedgworth, Peggy; Miller, Britt M.; 'Nemelka, Michael N.'; 'McDonald, Christopher'  
**Cc:** 'Ho, Derek T.'; 'Jim Barz'; 'Frank Richter'; 'Paul J. Geller'; 'Mark Dearman'; 'Samuel Rudman'; 'Brian Robbins'; 'gaguilar@robbinsarroyo.com'; 'mnicoud@robbinsarroyo.com'; 'Prendergast, Richard J.'; 'Layden, Mike T.'; 'cbruck@rjpltd.com'; 'Asciolla, Gregory S.'; 'Morrison, Brian'; 'Robert N. Kaplan'; 'mmccahill@kaplanfox.com'; 'aschwartz@kaplanfox.com'; 'bailey@ruppbaase.com'; 'rupp@ruppbaase.com'; 'cercone@ruppbaase.com'; 'mmiller@millerlawllc.com'; Jon Cuneo; Joel Davidow; Jennifer Kelly; Evelyn Li; 'Shawn M. Raiter, Esquire'; 'Mike Roberts'; 'Phil Elbert'; 'Barrett, Charles'; 'Benjamin C. Aaron'; 'jcecchi@carellabyrne.com'; 'ltaylor@carellabyrne.com'; Rado, Andrei; 'lbellavia@dealerlaw.com'; 'smalone@dealerlaw.com'; 'sjudge@isaacwiles.com'; 'gtravalio@isaacwiles.com'; 'ehg@classlawgroup.com'; 'mls@classlawgroup.com'; 'ab@classlawgroup.com'; 'jeffwagoner@wagonergroup.com'; 'dpeel@me.com'; 'ppeel@farris-law.com'; 'rac@cliffordlaw.com'; 'Shannon M. McNulty'; 'ksr@cliffordlaw.com'; 'aszot@millerlawllc.com'; 'lfanning@millerlawllc.com'; 'mvantine@millerlawllc.com'; 'kboychuck@millerlawllc.com'; 'Panner, Aaron M.'; 'Wallace, Haley N.'; 'areimann@gklaw.com'; 'Archie.Grubb@beasleyallen.com'; 'Guarnera, Daniel S.'; 'daniel@gabrielsalomons.com'; 'Dorris, Daniel V.'; 'Schwarz, David L.'; 'McMullan, David'; 'gary@gabrielsalomons.com'; 'Gary L. Specks'; 'Barrett, Don (barrettlawgroup.com)'; 'jgregor@gklaw.com'; 'apeterson@gklaw.com'; 'Zhang, Joanna T.'; 'Hafenbrack, Joshua'; 'Branson, Joshua D.'; 'Oak, Anna M.'; 'kharrison@gklaw.com'; 'Miller, Kevin J.'; 'McGowan, Dylan P.'; 'mtroutman@isaacwiles.com'; 'mhancock@gklaw.com'; 'lviola@gklaw.com'; 'mfuller@gklaw.com'; 'ntalbott@gklaw.com'; 'Carbone, Elizabeth M.'; 'M. Stephen Dampier'; 'em@claymassey.com'; 'dee.miles@beasleyallen.com'; Ryan, Mark; Marovitz, Andrew S.; 'agulley@gibbsbruns.com'; Patrick, Kathy (EXTERNAL CONTACT); 'Brian Ross'; Michael Cohen; Dylan Ballard; 'kstetsko@perkinscoie.com'; 'Jana Law'; 'Sterling Starns'; 'Barrett, Don (gmail.com)'; 'Jeffrey P. Campisi'; 'Douglas A. Millen'; 'mfreed@fklmlaw.com'; 'Steve Kanner'; 'Robert J. Wozniak'; 'Daniel C. Hedlund'; Slidders, Charles  
**Subject:** RE: MDL 2817 - Protective Order

Matthew,

Thank you for your patience. We agree to the proposal and will not file our statement.

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**Subject:** RE: MDL 2817 - Protective Order

Vicky –

Again, we appreciate plaintiffs' attempts to further compromise. Given the time, we have one final proposal: If plaintiffs will accept Defendants' language in paragraph 8(a), then Defendants will accept the version of paragraph 5(c)(6) that you circulated at 2:00 p.m. (CT). Paragraph 5(c)(7) would read as follows. If this is not acceptable, then we will propose the version of paragraph 5(c)(7) that we circulated earlier today at 12:08 p.m. (CT). Please let us know in the next 15

minutes. If we are not able to reach agreement with this, then please send us the final version of plaintiffs' proposed stipulation (in Word) so that we can submit it to the Court. Thanks.

7) **Author, subject, recipient.** Persons whom the Highly Confidential Material itself indicates, or the receiving party otherwise has a good-faith basis to believe, were the author, creator, producer, addressee, source, or recipient of the documents; and any person whose statements are expressly mentioned, discussed or referred to in the material as indicated on its face. The author, subject, or recipient of a document (not including a person who received the document in the course of the Litigation or was authorized to receive the document pursuant to any other provision of this Order) may be shown only those portions of the document that meets the criteria set forth in this subparagraph;

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**From:** Vicky Romanenko [mailto:Vicky@cuneolaw.com]

**Sent:** Tuesday, April 03, 2018 3:22 PM

**To:** Leo Caseria; Provance, Matthew D.; McKenna, Elizabeth; 'Karen Halbert'; Wedgworth, Peggy; Miller, Britt M.; 'Nemelka, Michael N.'; 'McDonald, Christopher'

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**Subject:** RE: MDL 2817 - Protective Order

Thank you, Leo. This will be the provision we will submit to the Court.

Please let us know if you would be willing to agree to this provision in exchange for our agreeing to Defendants' language on 8(a).

**From:** Leo Caseria <[LCaseria@sheppardmullin.com](mailto:LCaseria@sheppardmullin.com)>

**Sent:** Tuesday, April 03, 2018 4:04 PM

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**Subject:** RE: MDL 2817 - Protective Order

Thanks Vicky, we appreciate the continuing effort to find a compromise. Unfortunately, defendants have discussed this and do not agree to the language below, so we are still at impasse. Could you please let us know whether you are proposing this version to the court or the prior version, so that we can address the correct version in our statement?

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**Subject:** RE: MDL 2817 - Protective Order

Thank you, Matthew.

On the issue of 5(c)(6), we are prepared to compromise with Defendants and offer the below alternative language. Please let us know if this works for Defendants.

- 6) **Witnesses at depositions.** During their depositions witnesses in this action to the extent witnesses fall within another category able to review Confidential Information designated as “HIGHLY CONFIDENTIAL.” If a witness does not fit within another category able to review Confidential Information designated as “HIGHLY CONFIDENTIAL,” the Party or Non-Party wishing to make such disclosure shall give seven (7) days’ advance notice in writing to counsel for the Designating Party, stating the names of the witness(es) to whom the disclosure will be made, identifying with particularity the documents, and information to be disclosed. The Designating Party may withhold its consent to the disclosure, but only upon a showing of good cause and must serve, within two (2) business days of receiving notice, any objection to the proposed disclosure in

writing, setting forth the basis for the Designating Party's good cause. The Designating Party shall not disclose to any other Party or Non-Party that a notice of disclosure has been provided to it pursuant to this paragraph except to the extent that such disclosure is contractually or otherwise required by applicable law. If the Designating Party provides such notice to any other Party or Non-Party, then the Designating Party must provide a copy of its communications providing that notice to the Party wishing to make the disclosure. If timely written notice of the good cause objection to the proposed disclosure is provided to the Party or Non-Party wishing to make such disclosure, disclosure is not permissible without leave of Court.

Neither witnesses nor Counsel to third-party witnesses shall retain a copy of exhibits designated as "HIGHLY CONFIDENTIAL." Pages of transcribed deposition testimony or exhibits to depositions that are designated as "HIGHLY CONFIDENTIAL" pursuant to the process set out in this Order must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Order

7) **Author, subject, recipient or for Purposes of Impeachment or Refreshment of Recollection.** Persons whom the Highly Confidential Material itself indicates, or the receiving party otherwise has a good-faith basis to believe, were the author, creator, producer, addressee, source, or recipient of the documents; and any person whose statements, communications or actions are expressly mentioned, discussed or referred to in the material as indicated on its face or, in a deposition, for purposes of impeachment or to refresh a witness' recollection. The author, subject, or recipient of a document (not including a person who received the document in the course of the Litigation or was authorized to receive the document pursuant to any other provision of this Order) may be shown only those portions of the document that meets the criteria set forth in this subparagraph;